

Tender 313

Market Shelter Cleaning Contract
1st April 2023- 31st March 2024

MRS C Smith, Clerk & RFO Leyburn Town Council

Published 7th October 2022



Tender 309 is to provide the Service of Grass Cutting at the Council offices- Thornborough Hall, Leyburn Cemetery- Wensley Road, Wensleydale Avenue Play Area and the town's verges & visibility splays.

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A. INVITATION TO TENDER (ITT)

For: Tender 313

Date: Published: 07 October 2022

1. Leyburn Town Council ("the Council") hereby invites tenders for the carrying out of the Service of cleaning in accordance with the Contract documents attached, which comprise:
 - A. INVITATION TO TENDER (ITT)
 - B. STANDARD CONTRACT CONDITIONS
 - C. DETAILED CONTRACT SPECIFICATION
 - D. SCHEDULE OF WORKS
 - E. SITE PLANS
 - F. TENDER FORM
 - G. DECLARATION & COMPANY DETAILS FORM
 - H. CHECK LIST
 - I. EVALUATION
2. The Prices submitted must indicate the rate for carrying out each element of the Contract.
3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
4. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Officer by **no later than two weeks before the closing date.**
5. The tender shall be submitted ONLY on the attached Form of Tender.
6. The Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response may entitle the Council to reject that tender response and to disqualify that

- potential supplier from this Procurement Process.
7. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender.
 8. **The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.**
 9. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents. The Council's contracting and commercial approach in respect of the required goods and/or services is set out at Appendix C Detailed Contract Specification (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
 10. Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

Instructions for Responding

Before you submit your response, familiarise yourself with the tender documentation, and ensure that:

- You want to bid for this contract (you can deliver it, it is not too risky or costly)
- You can meet the deadlines for submission
- You have the resources you need, including staff

By submitting a response, you are committing to an understanding that you understand the requirement and have sufficiently addressed all aspects of the tender and information contained within the data room and that you have checked all stated details, such as prices, to be correct and as intended.

If having examined the tender documents you wish to submit a tender you should fully complete and return the following documents (listed on the Checklist H):

- a) **Tender Form**
- b) **Priced schedule**
- c) **Declaration & Company Details Form**

The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Council.

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- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Council.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.

In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT).

Return tenders and all related documentation as part of your tender response should be submitted in writing either by email to Clerk@Leyburntowncouncil.gov.uk or by post to:

Mrs C Smith
Leyburn Town Council
Thornborough Hall
Leyburn
North Yorkshire
DL8 5AB

Please **CLEARLY MARK SUBMISSIONS TENDER 313** and ensure they are submitted by **Monday 14th November 2022**.

Clarification Requests

All clarification requests should be submitted to Clerk@Leyburntowncouncil.gov.uk or by post Leyburn Town Council, Thornborough Hall, Leyburn, North Yorkshire, DL8 5AB by the Clarification Deadline, as set out in the Timescales section of this ITT. The Council is under no obligation to respond to clarification requests received after the Clarification Deadline. Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

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The Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Council responding to all potential suppliers.

The Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

Timescales

Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	Wednesday 7 th October 2022
Deadline for clarification questions (Clarification Deadline)	Monday 31 st October
Council to respond to clarification questions	Monday 7 th November
Deadline for submission of ITT responses by potential suppliers (Tender Response Deadline)	Monday 14 th November
Award decision standstill letters issued	Tuesday 22 nd November
Contract concluded with winning supplier	Tuesday 22 nd November
Contract start date	1 st April 2023

B. STANDARD CONTRACT CONDITIONS

This section sets out the Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

Officer

The Officer will be the Town Clerk.

Contracting Authority

The contracting authority is the Council, which includes any subsidiary companies and other organisations that control or are controlled by the Council from time to time.

Extent of Work

The work will comprise of the cleaning of the Market Shelter.

(Please see the Detailed Contract Specification, Schedule of works & the Site plans attached). A regular inspection will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specifications.

Site Details

The appointed supplier will be expected to deliver the goods and/or provide services at the locations detailed in the maps section of the specification. The sites are: The Market Shelter, Market Place, Leyburn.

Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Duration of Contract

The duration of the Contract awarded will be three years commencing **1st April 2023 to 31st March 2024.**

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Tenders are to be priced as detailed in the Pricing Schedule. There will be no opportunity to alter the rates tendered during the full term of the contract.

Payment to Contractor

The Council require invoicing monthly, so invoices will be sent at the end of the month for work carried out that month (**Payments will be made to contractor April- October**).

The Contractor will submit a monthly invoice, **by the 10th of the following month for it to be paid before the end of that month, throughout the cutting season for all work carried out. Invoices submitted after the 10th of the month will not be paid until the following month unless the Officer has sufficient time to include them on the Town Council Agenda.**

The Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Council include:

- A description of the good/services supplied is included.
- The Council's reference number/Purchase Order number is included.
- It must be addressed to Leyburn Town Council and sent to Clerk@Leyburntowncouncil.gov.uk or by post to Leyburn Town Council, Thornborough Hall, Leyburn, North Yorkshire, DL8 5AB.

Rights to cancel or vary this Procurement Process

By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the "Liability" Tender Condition below, the Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

Termination of Contract

The Council reserves the right to terminate this contract within 30 days written notice if, in its opinion, the Contractor fails to meet the terms and conditions of the contract.

Either party may, without reason, terminate the Contract, in writing, giving no less than Three Months' Notice.

Insurance

The Contractor is required to have public liability insurance. A current Certificate of Insurance to this effect must be produced to the Officer prior to commencement of the Contract and annually thereafter.

The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

Liability

Nothing in these Tender Conditions is intended to exclude or limit the liability of the Council in relation to fraud or in other circumstances where the Council's liability may not be limited under any applicable law.

Consortium Members and Sub-Contractors

It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Council policies relevant to the goods and/or services being supplied.

Health and Safety

The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out the services described in this agreement. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

Confidentiality and Information Governance

All information supplied to you by the Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Council has given express written consent to the relevant communication.

The Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Council. The Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Council in accordance with such rights reserved by it under this paragraph.

The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, apply to the Council (together the “**Disclosure Obligations**”).

You should be aware of the Council’s obligations and responsibilities under the Disclosure

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Obligations to disclose information held by the Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Council under the Disclosure Obligations, unless the Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided in the Supplier Response, you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

C. DETAILED CONTRACT SPECIFICATION

Weekly

1. Twice weekly cleaning of the shelter- empty bin, clear away any litter, sweep and mop the floor.
2. Check & water the window boxes if needed (this is to be checked when cleaning the shelter and included within the weekly tendered price).

Quarterly

1. Clean the windows inside and out.
2. Weed around the Market Shelter.

Health & Safety

3. The contractor is responsible for any equipment or chemicals used.
4. Necessary care should be taken to avoid injury or damage to surrounding people and property whilst carrying out work.
5. Wet floor signs should be used.
6. Please report any damage or vandalism to the Town Council.

D. SCHEDULE OF WORKS

Cleaning of the Market Shelter

The Market shelter is to be cleaned twice a week as detailed in the detailed contract specification.

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E. SITE PLANS



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F. TENDER FORM

To be submitted to the Council

Introduce your business:

Explain your approach and solutions to the tender's needs

Invoicing: *(How will the Council be invoiced and the frequency).*

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Standard of service provision: *(Please read the contract specification and explain how you will fulfil the Councils requirements).*

Machinery: *(Please clarify that you have all the necessary machinery and equipment required to fulfil the Councils requirements).*

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Sub-contracting: *Detail if sub-contractors will be used and that they will be provided with the contract specification and you will ensure that they uphold a high standard of work.*

Risk assessment and method statements: (Please confirm that these will be provided in advance of the contract being signed and will form part of the contract).

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PRICED SCHEDULE

Prices must be submitted in pounds sterling, each section of the priced schedule must be completed and an overall total costs price put at the bottom.

Please provide a breakdown of the annual price provided on the following sections, covered under the Contract Specification (indicating charge per cut in the event that less cuts are carried out):

Works Item	Annual Cost
Cleaning of the Market shelter twice a week (totalling 1 hr including watering of the flowers where needed)	Price per week £
	Total annual cost £
Window Cleaning once a quarter	Price per quarter £
	Total annual cost £
Weeding around the shelter once a quarter	Price per quarter £
Total Overall Contract annual cost	£

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G.DECLARATION & COMPANY DETAILS FORM

To be submitted to the Council

Please complete and sign the Tender Form and Declaration & Company Details Form to the Leyburn Town Council offices by MONDAY 14th November 2022 at the latest.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that Leyburn Town Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Company or Business Name:

.....

Business correspondence address

.....Postcode:

VAT Reg No. (if applicable)

Contacts: Landline :

Mobile :

Email :

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By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Signed:

Print Name:

Position:

Dated:

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H. CHECK LIST

Confirm that you have received documentation and wish to tender by emailing clerk@leyburntowncouncil.gov.uk	
Read through <u>INVITATION TO TENDER (ITT)</u>	
Read through the <u>STANDARD CONTRACT CONDITIONS, DETAILED CONTRACT SPECIFICATION & SCHEDULE OF WORKS.</u>	
Read through the <u>Copy of Contract Agreement for Cleaning of the Market Shelter, Leyburn from 1st April 2023 to 31st March 2024.</u> <small>Error! Reference source not found.</small>	
Complete the <u>TENDER FORM.</u>	
Complete the <u>PRICED SCHEDULE</u>	
Return tenders and all related documentation as part of your tender response to the Town Council Office by email to Clerk@Leyburntowncouncil.gov.uk or by post clearly labelled on the front TENDER 313 to reach us on or before Monday 14th November 2022.	

I. EVALUATION

Bids will be evaluated in accordance with Leyburn Town Council's Financial Regulations.

Evaluation Criteria

You will have your tender response evaluated as set out below:

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

Stage 2: If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Council's requirements evaluated in accordance with the evaluation methodology set out below.

Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender and will be assessed entirely on your response submitted. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further.

Copy of Contract Agreement for Cleaning of the Market Shelter, Leyburn from 1st April 2023 to 31st March 2024.

This agreement is between Leyburn Council (the Council) and **CONTRACTOR NAME TO BE INSERTED** (hereafter referred to as the Contractor) for the cleaning of the Market Shelter.

Purpose:

The contract is for the Contractor to provide a Cleaning service to the Council as per the attached standard contract conditions, Detailed Contract Specification & Schedule of works (hereafter referred to as the Specification).

Liaison:

The Council has appointed the Clerk as its representative who will liaise with the Contractor as necessary to discuss the grass cutting works included in this contract.

Contract term:

Leyburn Town Council (The Council) instructs **[name of contractor]** (the Contractor) to undertake grass cutting services as specified below for a three-year period from 1st April 2023 until 31st March 2026.

The contract term is fixed for three years (in the following months): April-October

Contract value:

The value of the contract will not exceed **[£tba]** exclusive of VAT but may be subject to an agreed variation. Any variation in cost is to be agreed in advance of any additional charges in writing with the Town Council.

Standard of service provision:

All works are to be carried out in accordance with the Standard Contract Conditions, Detailed Contract Specification, Schedule of Works and the charges identified in the quotation provided by **[name of contractor] of [date]** in the Priced Schedule to this agreement.

All work carried out under this contract, which in the opinion of the Council does not

completely fulfil the specification must be rectified by the Contractor. If, in the opinion of the Council, any work is not carried out in accordance with the Detailed Contract Specification & Schedule of works it will advise the Contractor in writing (e-mail acceptable) as soon as possible after the work has been carried out.

In the event of non-performance or performance of an unacceptable standard The Council reserves the right to demand an explanation and if necessary, withhold or reduce payment or in extreme circumstances terminate the contract.

Workmanship and Equipment:

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

The contractor must provide all power machinery, fuel, sundry tools, materials and personal protective equipment (**PPE**) to carry out the work.

Machinery:

The Contractor must ensure that the machinery, devices and tools used in execution of this contract comply with current health and safety regulations, including that which is deemed necessary to ensure safe working practices in the highway to ensure that the wider community is not exposed to unmanaged risks.

All machinery, devices and tools must be used in a safe and responsible manner at all times.

The contractor must ensure that all employees are suitably trained in using the machinery and hold relevant certificates where necessary.

Invoicing:

The Council require invoicing per month so invoices will be sent at the end of the month for work carried out that month.

The Contractor will submit a monthly invoice, **by the 10th of the following month for it to be paid before the end of that month, throughout the cutting season for all work carried out. Invoices submitted after the 10th of the month will not be paid until the following month unless the Officer has sufficient time to include them on the Town Council Agenda.**

The Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Council must

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ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Council include:

- A description of the good/services supplied is included.
- The Council's reference number/Purchase Order number is included.
- It must be addressed to Leyburn Town Council and sent to Clerk@Leyburntowncouncil.gov.uk or by post to Leyburn Town Council, Thornborough Hall, Leyburn, North Yorkshire, DL8 5AB.

Sub-contracting:

The Contractor **must inform the Council if all of or any portion of his contract with the Council is sub-contracted and detail the sub-contractor.** Any sub-contractors must ensure the specification is followed and maintain a high standard of work.

Cancellation of contract/loss of service:

The Council reserves the right to terminate this contract within 30 days written notice if, in its opinion, the Contractor fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the Contractor shall remain responsible for his obligations under this contract up to the date of termination.

Negligence:

The Contractor will reimburse the Council for any damages through negligence or wilful acts of his business.

Risk assessment and method statements:

These should be provided in advance of the contract being signed and will form part of the contract.

The Contractor will prepare and keep up to date risk assessments for the work and also prepare a method statement for each element of the work. The risk assessments and method statement form part of, and are attached as appendices to, this contract.

Insurance:

The Contractor will be responsible for providing employee liability insurance and also public liability insurance. A current Certificate of Insurance to this effect must be

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produced to the Officer prior to commencement of the Contract and annually thereafter.

The Contractor shall indemnify the Council from and against any claim or proceedings and all liability arising from the work carried out under this agreement.;

- I. damage and expense which the Council may suffer or for which the Council may be held liable by reason or injury (including death);
- II. loss for damage to any property or persons or animals as a result of negligence, poor workmanship;
- II. failure to notify the Council of any action likely to cause injury or damage to a third party or;
- V. Wilful acts on behalf of The Contractor, Sub- Contractor or any employees.
Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

Signed on behalf of Leyburn Town Council

..... **Cllr Mandy Spenceley (Chairman Town Council)**

..... **Cllr Richard Sanderson (Vice-Chairman Town Council)**

Date.....

Signed on behalf of the Contractor

.....

Date

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